Republic of the Philippines
SUPREME COURT
Manila

EN BANC

ARIEL G. PALACIOS, for and in behalf of the AFP Retirement and Separation Benefits System (AFP-RSBS),	**A.C. No. 11504**
Complainant,	Present:
	SERENO, *C.J.*,
	CARPIO,
	VELASCO, JR.,
	LEONARDO-DE CASTRO,
	PERALTA,
	BERSAMIN,
- versus -	DEL CASTILLO,
	MENDOZA,
	PERLAS-BERNABE,
	LEONEN,
	JARDELEZA,
	CAGUIOA,*
ATTY. BIENVENIDO BRAULIO M. AMORA, JR.,	MARTIRES,
	TIJAM, and
Respondent.	REYES, JR., *JJ.*
	Promulgated:
	August 1, 2017

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D E C I S I O N

Per Curiam:

The instant administrative case arose from a Complaint dated March 11, 2008[1] filed by Ariel G. Palacios, in his capacity as the Chief Operating Officer and duly authorized representative of the AFP Retirement and Separation Benefits System (AFP-RSBS), seeking the disbarment of respondent Atty. Bienvenido Braulio M. Amora, Jr. for alleged violation of: (1) Canon 1, Rules 1.01 to 1.03; Canon 10, Rules 10.01 to 10.03; Canon 15, Rule 15.03; Canon 17; Canon 21, Rule 21.01 and 21.02 of the Code of Professional Responsibility (CPR); (2) Section 20, Rule 138 of the Rules of Court; (3) Lawyer's Oath; and (4) Article 1491 of the Civil Code.

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* On leave

[1] *Rollo*, pp. 2-19.

The Facts

The facts as found by the Integrated Bar of the Philippines, Board of Governors (IBP-BOG), are as follows:

> Complainant is the owner[-]developer of more or less 312 hectares of land estate property located at Barangays San Vicente, San Miguel, Biluso and Lucsuhin, Municipality of Silang, Province of Cavite ("property"). Said property was being developed into a residential subdivision, community club house and two (2) eighteen[-]hole, world-class championship golf courses (the "Riviera project"). In 1996, complainant entered into purchase agreements with several investors in order to finance its Riviera project. One of these investors was Philippine Golf Development and Equipment, Inc. ("Phil Golf"). On 07 March 1996, Phil Golf paid the amount of Php54 Million for the purchase of 2% interest on the Riviera project consisting of developed residential lots, Class "A" Common Shares, Class "B" Common Shares, and Class "C" Common Shares of the Riviera Golf Club and Common Shares of the Riviera Golf Sports and Country Club.
>
> On 02 June 1997, complainant retained the services of respondent of the Amora and Associates Law Offices to represent and act as its legal counsel in connection with the Riviera project (Annex "C" to "C-5" of the complaint). Respondent's legal services under the said agreement include the following: issuance of consolidated title(s) over the project, issuance of individual titles for the resultant individual lots, issuance of license to sell by the Housing and Land Use Regulatory Board, representation before the SEC, and services concerning the untitled lots included in the project. For the said legal services, respondent charged complainant the amount of Php6,500,000.00 for which he was paid in three different checks (Annexes "D" to "D3" of the complaint).
>
> On 10 May 1999, complainant entered into another engagement agreement with respondent and the Amora Del Valle & Associates Law Offices for the registration of the Riviera trademark with the Intellectual Property Office (Annex "E" of the complainant) where respondent was paid in check in the amount of Php158,344.20 (Annex "F" of the complaint).
>
> On **14 March 2000**, another contract for services was executed by complainant and respondent for the latter to act as its counsel in the reclassification by the Sangguniang Bayan of Silang, Cavite of complainant's agricultural lot to "residential commercial and/or recreational use" in connection with its Riviera project (Annexes "G" to "G4" of the complaint). Under this contract, respondent was hired to "act as counsel and representative of AFP-RSBS before the Sangguniang Bayan of Silang, Cavite in all matters relative to the reclassification of the subject properties from agricultural to non-agricultural uses." On 21 March 2000, respondent furnished complainant a copy of Resolution No. MI-007, S of 2000 of the Sangguniang Bayan of Silang **dated 21 February 2000** ("resolution") approving the conversion and was paid the amount of Php1.8M (Annex "H" of the complaint). Notably, the resolution was passed on 21 February 2000 or a month before the signing of the said 14 March 2000 contract. Clearly, when [the] 14 March 2000 contract was signed by complainant and respondent, there was already a resolution of

the Sangguniang Bayan of Silang approving the conversion of complainant's properties to residential/commercial. Clearly, the Php1.8M demanded and received by respondent is not justifiable for the sole and simple reason that respondent could not have performed any service under the 14 March 2000 contract considering that the result sought by the complainant (reclassification) has been fulfilled and completed as early as 21 February 2000. Respondent, must therefore, be ordered to return this amount to complainant.

On 06 November 2000, complainant entered into another contract for legal services with respondent for which the latter was paid the amount of Php14,000,000.00 to secure Certificate of Registration and License to Sell from the SEC (Annexes "I" to "I-5" of the complaint). In addition, complainant further paid respondent the following checks as professional fees in obtaining the Certificate of Registration and Permit to Offer Securities for shares and other expenses: EPCIB Check No. 443124 dated 13 February 2003 in the amount of Php1,500,000.00, CENB Check No. 74001 dated 29 February 2000 in the amount of Php6,754.00, CENB Check No. 70291 dated 15 September 1999 in the amount Php261,305.00, and LBP Check No. 48691 dated 26 January 2001 in the amount of Php221,970.00.

As complainant's legal counsel, respondent was privy to highly confidential information regarding the Riviera project which included but was not limited to the corporate set-up, actual breakdown of the shares of stock, financial records, purchase agreements and swapping agreements with its investors. Respondent was also very familiar with the Riviera project[,] having been hired to secure Certificate of Registration and License to Sell with the HLURB and the registration of the shares of stock and license to sell of the Riviera Golf Club, Inc. and Riviera Sports and Country Club, Inc. Respondent further knew that complainant had valid titles to the properties of the Riviera project and was also knowledgeable about complainant's transactions with Phil Golf.

After complainant terminated respondent's services as its legal counsel, respondent became Phil Golf's representative and assignee. Respondent began pushing for the swapping of Phil Golf's properties with that of complainant. Respondent sent swapping proposals to his former client, herein complainant, this time in his capacity as Phil Golf's representative and assignee. These proposals were rejected by complainant for being grossly disadvantageous to the latter. After complainant's rejection of the said proposals, respondent filed a case against its former client, herein complainant on behalf of a subsequent client (Phil Golf) before the HLURB for alleged breach of contract (Annex "R" of the complaint). In this HLURB case, respondent misrepresented that Phil Golf is a duly organized and existing corporation under and by virtue of the laws of the Philippines because it appears that Phil Golf's registration had been revoked as early as 03 November 2003. Despite Phil Golf's revoked Certificate of Registration, respondent further certified under oath that he is the duly authorized representative and assignee of Phil Golf. Respondent, however, was not authorized to act for and on behalf of said corporation because Phil Golf's corporate personality has ceased. The Director's Certificate signed by Mr. Benito Santiago of Phil Golf dated 10 May 2007 allegedly authorizing respondent as Phil Golf's representative and assignee was null and void since the board had no authority to transact

business with the public because of the SEC's revocation of Phil Golf's Certificate of Registration.[2]

Due to the above actuations of respondent, complainant filed the instant action for disbarment.

The IBP's Report and Recommendation

After hearing, the Integrated Bar of the Philippines, Commission on Bar Discipline (IBP-CBD) issued a Report and Recommendation dated June 21, 2010, penned by Investigating Commissioner Victor C. Fernandez, recommending the dismissal of the complaint, to wit:

> PREMISES CONSIDERED, it is respectfully recommended that the instant complaint be dismissed for lack of merit.
>
> Respectfully submitted.[3]

On review, the IBP-BOG reversed the recommendation of the IBP-CBD and recommended the suspension from the practice of law of respondent for a period of three (3) years and ordering the return of the amount of PhP1.8 Million to the complainant within six (6) months. The dispositive portion of the Extended Resolution dated December 28, 2015,[4] reads:

> WHEREFORE, premises considered, the Board RESOLVED to unanimously REVERSE the Report and Recommendation dated 21 June 2010 recommending the dismissal of the Complaint dated 11 March 2008 and instead resolved to suspend respondent from the practice of law for a period of three (3) years and ordered the latter to return the amount of Php1.8 Million to the complainant within six (6) months.
>
> SO ORDERED.[5]

The IBP-BOG found that respondent violated Rules 15.01, 15.03, 21.01 and 21.02 of the CPR, as well as Article 1491 of the Civil Code.

As provided in Section 12(b), Rule 139-B of the Rules of Court,[6] the IBP Board forwarded the instant case to the Court for final action.

Issue

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[2] Id. at 435-438.
[3] Id. at 432.
[4] Id. at 433-441.
[5] Id. at 440-441.
[6] Section 12. Review and decision by the Board of Governors. – x x x

b) If the Board, by the vote of a majority of its total membership, determines that the respondent should be suspended from the practice of law or disbarred, it shall issue a resolution setting forth its findings and recommendations which, together with the whole record of the case, shall forthwith be transmitted to the Supreme Court for final action.

The singular issue for the consideration of this Court is whether Atty. Amora should be held administratively liable based on the allegations on the Complaint.

The Court's Ruling

The Court modifies the findings of the IBP-BOG and the penalty imposed on the respondent who violated the Lawyer's Oath and Rules 15.01, 15.03, 21.01 and 21.02 of the Code of Professional Responsibility.

Respondent represented conflicting interests

The Lawyer's Oath provides:

> I_____ of _____ do solemnly swear that I will maintain allegiance to the Republic of the Philippines; I will support its Constitution and obey laws as well as the legal orders of the duly constituted authorities therein; I will do no falsehood, nor consent to the doing of any court; I will not wittingly nor willingly promote or sue any groundless, false or unlawful suit, or give aid nor consent to the same; I will delay no man for money or malice, and **will conduct myself as a lawyer according to the best of my knowledge and discretion with all good fidelity as well to the courts as to my clients**; and I impose upon myself this voluntary obligations without any mental reservation or purpose of evasion. So help me God. (Emphasis supplied)

while Rules 15.01 and 15.03 of the Code state:

> Rule 15.01. - A lawyer, in conferring with a prospective client, shall ascertain as soon as practicable whether the matter would involve a conflict with another client or his own interest, and if so, shall forthwith inform the prospective client.
>
> Rule 15.03. - A lawyer shall not represent conflicting interests except by written consent of all concerned given after a full disclosure of the facts.

The requirement under Rule 15.03 is quite clear. A lawyer must secure the written consent of all concerned parties after a full disclosure of the facts. Respondent, however, failed to present any such document. He points to the fact that complainant approved several transactions between him and the complainant. In his Position Paper dated October 2, 2008,[7] respondent argues that AFP-RSBS gave its formal and written consent to his status as an investor and allowed him to be subrogated to all the rights, privileges and causes of action of an investor.[8]

This purported approval, however, is not the consent that the CPR demands.

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[7] Id. at 223-251.
[8] Id. at 245.

In *Gonzales v. Cabucana, Jr.*,[9] the Court ruled that a lawyer's failure to acquire a **written consent** from both clients after a full disclosure of the facts would subject him to disciplinary action:

> As we explained in the case of *Hilado vs. David*:
>
> x x x x
>
> In the same manner, his claim that he could not turn down the spouses as no other lawyer is willing to take their case cannot prosper as it is settled that while there may be instances where lawyers cannot decline representation they cannot be made to labor under conflict of interest between a present client and a prospective one. Granting also that there really was no other lawyer who could handle the spouses' case other than him, still **he should have observed the requirements laid down by the rules by conferring with the prospective client to ascertain as soon as practicable whether the matter would involve a conflict with another client then seek the written consent of all concerned after a full disclosure of the facts.** These respondent failed to do thus exposing himself to the charge of double-dealing.[10] (Emphasis supplied; citation omitted)

Absent such written consent, respondent is guilty of representing conflicting interests.

Moreover, as correctly pointed out by complainant, respondent did not merely act as its investor at his own behest. In a letter dated April 26, 2007,[11] the respondent wrote AFP-RSBS stating: "Further to our letter dated 24 April 2007 and on behalf of my principal, Philippine Golf Development and Equipment, Inc., x x x" Plainly, respondent was acting for and in behalf of Phil Golf.

Worse, at Phil Golf's instance, he caused the filing of a Complaint dated October 10, 2007[12] against complainant with the HLURB, stating that he is the duly authorized representative and assignee of Phil Golf and that he caused the preparation of the complaint.[13]

In *Hornilla v. Salunat*,[14] We explained the test to determine when a conflict of interest is present, thus:

> There is conflict of interest when a lawyer represents inconsistent interests of two or more opposing parties. The test is "whether or not in behalf of one client, it is the lawyer's duty to fight for an issue or claim, but it is his duty to oppose it for the other client. In brief, if he argues for one client, this argument will be opposed by him when he argues for the other client." This rule covers not only cases in which confidential

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[9] A.C. No. 6836, January 23, 2006, 479 SCRA 320.
[10] Id. at 331-332.
[11] *Rollo*, p. 54.
[12] Id. at 56-72.
[13] Id. at 85.
[14] A.C. No. 5804, July 1, 2003, 405 SCRA 220.

> communications have been confided, but also those in which no confidence has been bestowed or will be used. Also, there is conflict of interest if the acceptance of the new retainer will require the attorney to perform an act which will injuriously affect his first client in any matter in which he represents him and also whether he will be called upon in his new relation to use against his first client any knowledge acquired through their connection. **Another test of the inconsistency of interests is whether the acceptance of a new relation will prevent an attorney from the full discharge of his duty of undivided fidelity and loyalty to his client or invite suspicion of unfaithfulness or double-dealing in the performance thereof.**[15] (Emphasis supplied)

Without cavil, or further need of elucidation, respondent's representation of Phil Golf violated the rules on conflict of interest as he undertook to take up the causes of his new client against the interest of his former client.

In *Ylaya v. Gacott*,[16] the Court was succinct in saying that a lawyer should **decline** any employment that would involve any conflict of interest:

> The relationship between a lawyer and his client should ideally be imbued with the highest level of trust and confidence. Necessity and public interest require that this be so. **Part of the lawyer's duty to his client is to avoid representing conflicting interests.** He is duty bound to decline professional employment, no matter how attractive the fee offered may be, if its acceptance involves a violation of the proscription against conflict of interest, or any of the rules of professional conduct. Thus, a lawyer may not accept a retainer from a defendant after he has given professional advice to the plaintiff concerning his claim; **nor can he accept employment from another in a matter adversely affecting any interest of his former client. It is his duty to decline employment in any of these and similar circumstances in view of the rule prohibiting representation of conflicting interests.**[17] (Emphasis supplied)

It thus becomes quite clear that respondent's actions fall short of the standard set forth by the CPR and are in violation of his oath as a lawyer. By representing the interests of a new client against his former client, he violated the trust reposed upon him. His violation of the rules on conflict of interest renders him subject to disciplinary action.

Respondent used confidential information against his former client, herein complainant

Additionally, by causing the filing of the complaint before the HLURB, the IBP-BOG correctly points out that respondent must have necessarily divulged to Phil Golf and used information that he gathered while he was complainant's counsel in violation of Rules 21.01 and 21.02 of the CPR, which state:

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[15] Id. at. 223.
[16] A.C. No. 6475, January 30, 2013, 689 SCRA 452.
[17] Id. at 476.

CANON 21 - A LAWYER SHALL PRESERVE THE CONFIDENCE AND SECRETS OF HIS CLIENT EVEN AFTER THE ATTORNEY-CLIENT RELATION IS TERMINATED.

Rule 21.01 - A lawyer shall not reveal the confidences or secrets of his client except;

(a) When authorized by the client after acquainting him of the consequences of the disclosure;
(b) When required by law;
(c) When necessary to collect his fees or to defend himself, his employees or associates or by judicial action.

Rule 21.02 - A lawyer shall not, to the disadvantage of his client, use information acquired in the course of employment, nor shall he use the same to his own advantage or that of a third person, unless the client with full knowledge of the circumstances consents thereto.

The IBP-BOG properly found thus:

Using confidential information which he secured from complainant while he was the latter's counsel, respondent accused his former client of several violations. In the process, respondent disclosed confidential information that he secured from complainant thereby jeopardizing the latter's interest. As discussed below, respondent violated his professional oath and the CPR.

x x x x

x x x x In the instant case, despite the obvious conflict of interest between complainant and Phil Golf, respondent nevertheless agreed to represent the latter in business negotiations and worse, even caused the filing of a lawsuit against his former client, herein complainant, using information the respondent acquired from his former professional employment.[18]

In *Pacana, Jr. v. Pascual-Lopez*,[19] the Court reiterated the prohibition against lawyers representing conflicting interests:

Rule 15.03, Canon 15 of the Code of Professional Responsibility provides:

> Rule 15.03 – A lawyer shall not represent conflicting interests except by written consent of all concerned given after full disclosure of the facts.

This prohibition is founded on principles of public policy, good taste and, more importantly, upon necessity. **In the course of a lawyer-client relationship, the lawyer learns all the facts connected with the client's case, including its weak and strong points. Such knowledge must be considered sacred and guarded with care. No opportunity must be given to him to take advantage of his client; for if the**

[18] *Rollo*, p. 438-439.
[19] A.C. No. 8243, July 24, 2009, 594 SCRA 1.

> **confidence is abused, the profession will suffer by the loss thereof. It behooves lawyers not only to keep inviolate the client's confidence, but also to avoid the appearance of treachery and double-dealing for only then can litigants be encouraged to entrust their secrets to their lawyers, which is paramount in the administration of justice.** It is for these reasons that we have described the attorney-client relationship as one of trust and confidence of the highest degree.
>
> Respondent must have known that her act of constantly and actively communicating with complainant, who, at that time, was beleaguered with demands from investors of Multitel, eventually led to the establishment of a lawyer-client relationship. **Respondent cannot shield herself from the inevitable consequences of her actions by simply saying that the assistance she rendered to complainant was only in the form of "friendly accommodations," precisely because at the time she was giving assistance to complainant, she was already privy to the cause of the opposing parties who had been referred to her by the SEC.**[20] (Emphasis supplied)

It is undeniable that, in causing the filing of a complaint against his former client, respondent used confidential knowledge that he acquired while he was still employed by his former client to further the cause of his new client. And, as earlier stated, considering that respondent failed to obtain any written consent to his representation of Phil Golf's interests, he plainly violated the above rules. Clearly, respondent must be disciplined for his actuations.

No basis for the return of PhP1.8 Million

Rule 131, Section 3, par. (f) provides:

> Sec. 3. Disputable presumptions. – The following presumptions are satisfactory if uncontradicted, but may be contradicted and overcome by other evidence:
>
> x x x x
>
> (f) That money paid by one to another was due the latter;
>
> x x x x

By alleging that respondent was not entitled to the payment of PhP1.8 Million, it was incumbent upon complainant to present evidence to overturn the disputable presumption that the payment was due to respondent. This, complainant failed to do.

Complainant alleged that:

> At the time of the signing of said contract, there was already a resolution approved by the Sangguniang Bayan of Silang approving the

[20] Id. at 13-14.

> conversion of AFP-RSBS' properties to residential/commercial. Atty. Amora could not, thus, have acted as AFP-RSBS' legal counsel and representative during the said proceedings, which was conducted a month before he was hired by AFP-RSBS. However, he charged AFP-RSBS and was paid by the latter the amount of 1.8 million pesos for not doing anything. **He did not represent AFP-RSBS and was not instrumental in having the resolution passed and approved by the Sangguniang Bayan of Silang.**[21] (Emphasis supplied)

Notably, complainant never presented any evidence to prove that the resolution was passed without the intervention of respondent. This it could have done by asking the Sangguniang Bayan of Silang whether respondent represented AFP-RSBS before them. This, complainant did not do.

The amount of PhP1.8 Million is a substantial amount that, in normal human experience, no person would pay to someone who did not render any service. Further, the mere fact that the contract was executed after the issuance of the resolution does not *ipso facto* mean that respondent did not have any hand in its issuance.

Verily, complainant failed to overcome the abovementioned disputable presumption. Mere allegations cannot suffice to prove that respondent did not render any service to complainant and, therefore, not entitled to the payment of PhP1.8 Million.

The Court adopts the findings of Commissioner Fernandez of the IBP-CBD that respondent actually rendered the legal services in connection with the Sangguniang Bayan Resolution converting the land from agricultural to residential/commercial and that respondent is legally entitled to the payment. The Court finds that the explanation of respondent is credible and it clarifies why the Agreement came after the issuance of the Resolution, viz:

> The amount of Php 1.8 Million was paid by complainant AFP-RSBS for fees and expenses related to the approval of Sangguniang Bayan Resolution No. ML-007, Series of 2007. Based on the usual practice during that time, respondent performed the work upon the instruction of AFP-RSBS even without any written agreement regarding his fees and expenses. When respondent secured the Sangguniang Bayan Resolution, he then sent a billing for the fees and expenses amounting to Php1,850,000.00. It was addressed to Engr. Samuel Cruz, the then Project Director of RSBS-Riviera Project. However, since at that time, AFP-RSBS had a new President, the Head of its Corporation Holding and Investment Group (Col. Cyrano A. Austria) instructed respondent to draw a new contract to comply with the new policies and requirements. Thus, respondent and complainant entered into a contract for services if only to document the service already performed by respondent in accordance with the new policy of AFP-RSBS.[22]

As such, there is no basis to order respondent to return the PhP1.8 Million.

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[21] *Rollo*, p. 6.
[22] Id. at 428.

Respondent did not acquire property of a client subject of litigation

Moreover, with regard to the finding of the IBP-BOG that respondent violated Article 1491 of the Civil Code, We have to digress. The Article reads:

> Art. 1491. The following persons cannot acquire by purchase, even at a public or judicial auction, either in person or through the mediation of another:
>
> x x x x
>
> (5) Justices, judges, prosecuting attorneys, clerks of superior and inferior courts, and other officers and employees connected with the administration of justice, the property and rights in litigation or levied upon an execution before the court within whose jurisdiction or territory they exercise their respective functions; **this prohibition includes the act of acquiring by assignment and shall apply to lawyers, with respect to the property and rights which may be the object of any litigation in which they may take part by virtue of their profession**.
>
> x x x x (Emphasis supplied)

On this point, We sustain the respondent's position that the prohibition contained in Article 1491 does not apply in this case. "The subject properties which were acquired by respondent Amora were allegedly not in litigation and/or object of any litigation at the time of his acquisition."[23]

The Court in *Sabidong v. Solas*, clearly ruled: "For the prohibition to apply, the sale or assignment of the property must take place during the pendency of the litigation involving the property."[24]

Under the circumstances, Atty. Amora must be suspended

Notwithstanding the respondent's absolution from liability under Article 1491 of the Civil Code, the gravity of his other acts of misconduct demands that respondent Amora must still be suspended.

Section 27, Rule 138 of the Revised Rules of Court provides:

> SEC. 27. *Disbarment or suspension of attorneys by Supreme Court; grounds therefor.* – A member of the bar may be disbarred or suspended from his office as attorney by the Supreme Court **for any**

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[23] Id. at 137.

[24] A.M. No. P-01-1448, June 25, 2013, 699 SCRA 303, 320.

> **deceit, malpractice, or other gross misconduct in such office, grossly immoral conduct**, or by reason of his conviction of a crime involving moral turpitude, or **for any violation of the oath which he is required to take before admission to practice**, or for a willful disobedience of any lawful order of a superior court, or for corruptly or wilfully appearing as an attorney for a party to a case without authority so to do. The practice of soliciting cases at law for the purpose of gain, either personally or through paid agents or brokers, constitutes malpractice. (Emphasis supplied)

While the Court cannot allow a lawyer to represent conflicting interests, the Court deems disbarment a much too harsh penalty under the circumstances. Thus, in *Francia v. Abdon*, the Court opined:

> In *Alitagtag v. Atty. Garcia*, the Court emphasized, thus:
>
> Indeed, the power to disbar must be exercised with great caution, and may be imposed only in a clear case of misconduct that seriously affects the standing and the character of the lawyer as an officer of the Court and as a member of the bar. Disbarment should never be decreed where any lesser penalty could accomplish the end desired. Without doubt, a violation of the high moral standards of the legal profession justifies the imposition of the appropriate penalty, including suspension and disbarment. However, the said penalties are imposed with great caution, because they are the most severe forms of disciplinary action and their consequences are beyond repair.[25] (citation omitted)

In *Quiambao v. Bamba*,[26] the Court pointed out that jurisprudence[27] regarding the penalty solely for a lawyer's representation of conflicting interests is suspension from the practice of law for one (1) to three (3) years. While the IBP-BOG recommends the penalty of suspension from the practice of law for three (3) years be imposed on respondent, the Court finds that under the circumstances, a penalty of two (2) years suspension from the practice of law would suffice. Atty. Amora, however, is warned that a repetition of this and other similar acts will be dealt with more severely.

WHEREFORE, the Court finds Atty. Bienvenido Braulio M. Amora, Jr. **GUILTY** of violating the Lawyer's Oath and Canon 15, Rule 15.03; Canon 21, Rule 21.01 and 21.02 of the Code of Professional Responsibility. He is hereby **SUSPENDED** from the practice of law for a period of two (2) years. Atty. Amora is warned that a repetition of the same or similar acts will be dealt with more severely.

Let a copy of this Decision be furnished to the Office of the Bar Confidant, to be appended to the personal record of Atty. Bienvenido Braulio M. Amora, Jr. as a member of the Bar; the Integrated Bar of the Philippines; and the Office of the Court Administrator for dissemination to all trial courts for their information and guidance.

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[25] A.C. No. 10031, July 23, 2014, 730 SCRA 341, 353.

[26] A.C. No. 6708, August 25, 2005, 468 SCRA 1, 16.

[27] *Vda. de Alisbo v. Jalandoni*, A.C. No. 1311, July 18, 1991, 199 SCRA 321; *PNB v. Cedo*, A.C. No. 3701, March 28, 1995, 243 SCRA 1; *Maturan v. Gonzales*, A.C. No. 2597, March 12, 1998, 287 SCRA 443; *Northwestern University, Inc. v. Arquillo*, A.C. No. 6632, August 2, 2005, 465 SCRA 513.

SO ORDERED.

MARIA LOURDES P. A. SERENO
Chief Justice

ANTONIO T. CARPIO
Associate Justice

PRESBITERO J. VELASCO, JR.
Associate Justice

TERESITA J. LEONARDO-DE CASTRO
Associate Justice

DIOSDADO M. PERALTA
Associate Justice

LUCAS P. BERSAMIN
Associate Justice

MARIANO C. DEL CASTILLO
Associate Justice

JOSE CATRAL MENDOZA
Associate Justice

ESTELA M. PERLAS-BERNABE
Associate Justice

MARVIC M.V.F. LEONEN
Associate Justice

FRANCIS H. JARDELEZA
Associate Justice

(on leave)
ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

SAMUEL R. MARTIRES
Associate Justice

NOEL GIMENEZ TIJAM
Associate Justice

ANDRES B. REYES, JR.
Associate Justice

CERTIFIED XEROX COPY:
FELIPA B. ANAMA
CLERK OF COURT, EN BANC
SUPREME COURT